

UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604



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FINAL JUDGMENT

May 11, 2018

Before: WILLIAM J. BAUER, Circuit Judge

No. 18-1792	NATIONAL LABOR RELATIONS BOARD, Petitioner v. UNIVERSAL PROTECTION SERVICE, LLC, doing business as ALLIED UNIVERSAL SECURITY SERVICES, Respondent
Originating Case Information:	
Agency Case No: 25-CA-201680 National Labor Relations Board	

Upon consideration of the **APPLICATION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD UPON STIPULATION OF THE PARTIES FOR CONSENT JUDGMENT**, filed on April 13, 2018, by counsel for the petitioner.

IT IS ORDERED that the application for enforcement is **GRANTED**. The attached judgment and decision are **ENFORCED**.

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

UNIVERSAL PROTECTION SERVICE, LLC
D/B/A ALLIED UNIVERSAL SECURITY SERVICES

Respondent

No. 18-1792

Board Case No.
25-CA-201680

JUDGMENT

THIS CAUSE was submitted upon the application of the National Labor Relations Board for the enforcement of a certain order on consent issued by it against Respondent, Universal Protection Service, LLC d/b/a Allied Universal Security Services, its officers, agents, successors, and assigns, on April 3, 2018, in Board Case No. 25-CA-201680; and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Seventh Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and the Respondent, Universal Protection Service, LLC d/b/a Allied Universal Security Services, its officers, agents, successors, and assigns shall abide by and perform the directions of the Board set forth in its order. (See Attached Order and Notice)



Judge, United States Court of
Appeals for the Seventh Circuit

NATIONAL LABOR RELATIONS BOARD

v.

UNIVERSAL PROTECTION SERVICE, LLC
D/B/A ALLIED UNIVERSAL SECURITY SERVICES

ORDER

Universal Protection Service, LLC d/b/a Allied Universal Security Services, Burns Harbor, Indiana, its officers, agents, successors and assigns, shall

1. Cease and desist from
 - (a) Refusing to bargain collectively with International Union, Security, Police and Fire Professionals of America (SPFPA) as the exclusive representative of the following unit:

All full-time and regular part time Security Officers, Pass Control Officers, Emergency Response Officers, Dispatch Officers, Reception Officers, Hot Works Officers and Special Operations Officers employed by the Employer at the Arcelor Mittal, Burns Harbor, Indiana facility; BUT EXCLUDING all office clerical employees, professional employees, confidential employees, Non-Security Officers, Site Managers, Patrol Captains, Captains, Lieutenants, managers, and supervisors as defined in the Act, and all other employees.
 - (b) Unreasonably delaying and/or refusing to provide the Union with information that is relevant and necessary to its role as the bargaining representative for bargaining unit employees.
 - (c) Disciplining employees, which consists of suspensions and removals/terminations, without providing the Union with notice and an opportunity to bargain about the discipline.
 - (d) In any like or related manner, interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them under Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) Bargain in good faith with the Union as the exclusive collective-bargaining representative of the bargaining unit employees.

- (b) Within fourteen (14) days from the date of the Board's Order, rescind the March 2017 suspensions of Frank Evans and the May 11, 2017 removal of Frank Evans and the May 15, 2017 removal of Richard Bartok, Jr. from the Burns Harbor, Indiana facility.
- (c) Within fourteen (14) days from the date of the Board's Order, remove from the Respondent's files any reference to the March 2017 suspensions and the May 11, 2017 removal of Frank Evans from the worksite and within 3 days thereafter, notify him, in writing, that this was done and that the suspensions and removal from the worksite will not be used against him in any way.
- (d) Within fourteen (14) days from the date of the Board's Order, remove from the Respondent's files any reference to the May 15, 2017 removal of Richard Bartok, Jr. from the worksite, and within 3 days thereafter, notify him, in writing, that this was done and that the discipline will not be used against him in any way.
- (e) Within 14 days from the date of the Board's Order, offer Frank Evans and Richard Bartok, Jr. full reinstatement to their former jobs at the Burns Harbor site, without prejudice to their seniority or any other rights or privileges previously enjoyed.
- (f) Make whole the following employees for any loss of pay they may have suffered by reason of their suspensions and/or discharge without first notifying the Union and affording the Union an opportunity to bargain over such discipline, by payment to them of the amounts set forth opposite their respective names:

	<u>Backpay</u>	<u>Interest</u>	<u>Total</u>
Frank Evans	\$13,903	\$215	\$14,118
Richard Bartok, Jr.	\$10,064	\$132	\$10,196

- (g) Make whole the above-named employees for any additional loss of pay caused by the Respondent's failure, if any, to reinstate them in accordance with the agreed upon date, by payment to them of the respective amounts that they would have earned if properly reinstated, from the agreed upon date of December 18, 2017 to the date of a proper offer of reinstatement, less their net earnings during such period, said amounts to be computed with interests on a quarterly basis.
- (h) Provide the Union with the information requested in items 3 through 10 of the Union's May 22, 2017 information request, except the

information related to the non-unit employees, without the necessity of making a new request.

- (i) Within 14 days of service by the Region, post at its place of business in Burns Harbor, Indiana, copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 25, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in the Fire House, Break Room, and Captain's Trailer. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material.
- (j) Within 21 days after service by the Region, file with the Regional Director for Region 25 a sworn certificate of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.
- (k) Bargain in good faith with the Union regarding the discipline, if any, to be given to Frank Evans for the events giving rise to the above-referenced suspensions and removal.
- (l) Bargain in good faith with the Union regarding the discipline, if any, to be given to Richard Bartok, Jr. for the events giving rise to the above-referenced removal.

APPENDIX A
NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to bargain in good faith with the International Union, Security, Police and Fire Professionals of America (SPFPA), the Union, as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All full-time and regular part time Security Officers, Pass Control Officers, Emergency Response Officers, Dispatch Officers, Reception Officers, Hot Works Officers and Special Operations Officers employed by the Employer at the Arcelor Mittal, Burns Harbor, Indiana facility;
BUT EXCLUDING all office clerical employees, professional employees, confidential employees, Non-Security Officers, Site Managers, Patrol Captains, Captains, Lieutenants, managers, and supervisors as defined in the Act, and all other employees.

WE WILL NOT unreasonably delay in providing the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT suspend and/or discharge you without providing the Union notice and an opportunity to bargain about the discipline.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL bargain in good faith with the Union as the exclusive collective-bargaining representative of our unit employees including bargaining over

discretionary discipline.

WE WILL provide the Union with the information it requested in items 3 through 10 on May 22, 2017 except for the information related to non-bargaining unit employees.

WE WILL make Frank Evans whole for any loss of earnings and other benefits resulting from our suspension and removal of him from the Burns Harbor, Indiana facility prior to notifying the Union and bargaining with the Union regarding his suspensions and removal.

WE WILL make Richard Bartok, Jr. whole for any loss of earnings and other benefits resulting from our removal of him from the Burns Harbor, Indiana facility prior to notifying the Union and bargaining with the Union regarding his removal.

WE WILL remove from our files any reference to the March 2017 suspensions and May 11, 2017 removal of Frank Evans issued prior to bargaining with the Union and notify him in writing that this has been done and that evidence of the suspensions and removal will not be used against him in any way.

WE WILL remove from our files any reference to the May 15, 2017 removal of Richard Bartok, Jr. issued prior to bargaining with the Union and notify him in writing that this has been done and that evidence of the removal will not be used against him in any way.

WE WILL bargain in good faith with the Union regarding the discipline, if any, to be given to Frank Evans for the events giving rise to the March 2017 suspensions and the May 11, 2017 removal of Mr. Evans from the Burns Harbor, Indiana worksite.

WE WILL bargain in good faith with the Union regarding the discipline, if any, to be given to Richard Bartok, Jr. for the events giving rise to the May 15, 2017 removal of Mr. Bartok from the Burns Harbor, Indiana worksite.

**UNIVERSAL PROTECTION SERVICE, LLC
d/b/a ALLIED UNIVERSAL SECURITY SERVICES**

The Board's decision can be found at www.nlrb.gov/case/25-CA-201680 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

